



CREDIT APPLICATION FORM

Name ("the Applicant"): ACN:
Business Name: ABN:
Address: Tel:
Suburb: Postcode: Fax:
Description of Business Activities:
Are you a: [ ] Sole Trader [ ] Partnership [ ] Company [ ] Trust Company
Names of Owners (in the case of a Sole Trader and Partnership) or Name of Directors (in the case of a company)

Full Name: Home Phone No.:
Home Address:

Bank Details:
Bank Name: BSB: Account No:

Credit References (Show Names and Telephone Numbers. DO NOT use telecommunication, finance, banks or utility companies)
1. Tel: Fax:
2. Tel: Fax:
3. Tel: Fax:
4. Tel: Fax:

- 1. The applicant applies to Super Start Batteries Pty Ltd ("Super Start") ACN 101 683 694 for a credit account.
2. Should this application be accepted by Super Start the applicant agrees that the credit account and any contract between Super Start and the applicant shall incorporate the usual Terms and Conditions of trade, a copy of which is annexed or can be obtained on application.
3. The applicant shall notify Super Start of any change in the constitution or structure of the applicant or the sale of the business operated by the applicant and agrees that it shall continue to be liable to Super Start for any sums outstanding on the account opened on behalf of the applicant until;
(a) written notice is received from the applicant that it has changed its constitution or structure or has sold its business,
and
(b) the account has been closed and full payment has been received by Super Start.

DATED this day of 200

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT:

PRINT NAME OF AUTHORISED OFFICER:

Office Use Only

BRANCH: BRANCH CODE: SALES REP: PRICE CODE:

Account No.: Limit: Trading Terms:

Credit Approved: [ ] Credit Declined: [ ] By:

## TERMS AND CONDITIONS OF TRADE

- 1 Interpretation
- 1.1 Unless otherwise inconsistent with the context the word "person" shall also mean corporation;
- 1.2 "goods" shall include services.
- 1.3 Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.
- 1.4 "Super Start" shall mean Super Start Batteries Pty Ltd ACN 101 683 694 its successors and assigns.
- 2 Offer and Acceptance
- 2.1 Any quotation made by Super Start is not an offer to sell or to provide goods. Super Start shall not be bound by any order given in pursuance of any quotation until it is accepted in writing by Super Start or by the commencement of supply or the provision of goods. Unless otherwise agreed in writing, all orders are subject to acceptance by Super Start within 30 days of receipt by Super Start of the order. These terms and conditions shall be deemed to be incorporated into any agreement between Super Start and the purchaser. Any terms and conditions contained in any order, offer, acceptance or other document of the purchaser and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.
- 2.2 Insofar as goods or services supplied by Super Start are not of a kind ordinarily acquired for personal domestic or household consumption, and unless the purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty; implied into this contract by the Trade Practices Act 1974 (other than a condition implied by Section 69) is limited:
- (a) In the case of goods to any one of the following as determined by ;
- (i) the replacement of the goods or the supply of equivalent goods; or
- (ii) the repair of the goods; or
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the costs of having the goods repaired;
- (b) in the case of services to any one of the following as determined by ;
- (i) the supplying of the services again, or
- (ii) the payment of the cost of having the services supplied again.
- 3 Delivery
- 3.1 Any date quoted for delivery is an estimate only unless a guarantee shall have been given by Super Start in writing. The purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by Super Start to deliver by the quoted date. Written advice to the purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.2 Super Start shall not be liable to any purchaser or any other party for any loss or damage including direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of Super Start or any other party, actions constituting fundamental breach of contract, strike or any other industrial action, or any other cause whatsoever.
- 3.3 Super Start reserves the right to deliver by instalments and if delivery is made by instalments the purchaser shall not be entitled to terminate or cancel the contract.
- 3.4 Any quotation containing a provision to supply goods "ex stock" is subject to fulfillment of prior orders at the date of receipt of the purchaser's order.
- 4 Payment
- 4.1 Unless otherwise agreed in writing payment terms are net cash 30 days from the end of the month in which the goods are invoiced to the purchaser.
- 4.2 This term as to the payment shall be of the essence of the contract.
- 5 Title
- 5.1 Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of Super Start as full legal and equitable owner until such time as the purchaser shall have paid Super Start the full purchase price together with the full price of any other goods the subject of any other contract with Super Start.
- 5.2 The purchaser acknowledges that he receives possession of and holds goods delivered by Super Start solely as bailee for Super Start until such time as the full price thereof is paid to Super Start together with the full price of any other goods then the subject of any other contract with Super Start.
- 5.3 Until such time as the purchaser becomes the owner of the goods, he will;
- (a) store them on the premises separately;
- (b) ensure that the goods are kept in good and serviceable condition;
- (c) secure the goods from risk, damage and theft; and
- (d) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the purchaser.
- 5.4 (i) Until the goods are paid for in full, Super Start authorises the purchaser to sell the goods as its agent. However, the purchaser shall not represent to any third parties that it is acting in any way for Super Start. Super Start will not be bound by any contracts with third parties to which the purchaser is a party.
- (ii) Records shall be kept by the purchaser of any goods owned by Super Start.
- (iii) The proceeds of any sale of the goods shall be paid into a separate account and held in trust for Super Start. The purchaser shall account to Super Start from this fund for the full price of the goods.
- (iv) The purchaser is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale received the purchaser shall account forthwith to Super Start for the price of the goods.
- (v) Should the purchaser die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, Super Start may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract suspend or cancel this contract or require payment in cash before or on delivery or tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.
- 5.5 In the event that the purchaser uses the goods/product in some manufacturing or construction process of its own or some third party, then the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/product in trust for Super Start. Such part shall be deemed to equal in dollar terms to the amount owing by the purchaser to Super Start at the time of the receipt of such proceeds.
- 5.6 If the purchaser does not pay for any goods on the due date then Super Start is hereby irrevocably authorised by the purchaser to enter the purchaser's premises or any premises under the control of the purchaser as agent of the purchaser and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever.
- 5.7 On retaking possession of the goods Super Start may elect to refund to the purchaser any part payment that may have been made and to credit the purchaser's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.
- 6 Risk
- Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is to effect delivery from Super Start's store or warehouse or delivery to the purchaser whichever is the sooner. The goods shall remain at the purchaser's risk at all times unless and until Super Start retakes possession of the goods pursuant to these terms and conditions.
- 7 Claims
- 7.1 Subject to clause 2.2 herein, Super Start shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with Super Start or occasioned to the purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of Super Start its servants or agents.
- 7.2 As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the purchaser, the purchaser shall within fourteen days notify Super Start in writing of the same.
- 7.3 Super Start shall not be liable in any circumstances for any;
- (i) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation repair or alteration (other than by ) or accident;
- (ii) any transport freight charges installation removal labour or other costs;
- (iii) defects in goods not manufactured by it but will endeavour to pass on to the purchaser the benefit of any claim made by Super Start and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the purchaser to proceed against Super Start pursuant to the Trade Practices Act 1974.
- (iv) technical advice or assistance given or rendered by it to the purchaser or not in connection with the manufacture construction or supply of goods for or to the purchaser provided always that Super Start has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.
- 7.4 The exemptions, limitations, terms and conditions in these terms and conditions shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.
- 8 Force Majeure
- If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Super Start, Super Start is unable to perform in whole or in part any obligation under this agreement, Super Start shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect of such inability.
- 9 Default
- Upon the occurrence of default by the purchaser in compliance with these terms or any other agreement with Super Start;
- 9.1 Super Start may at its discretion withhold further supplies of goods or cancel this agreement, or vary the terms of this agreement without prejudice to its rights hereunder PROVIDED HOWEVER that Super Start may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause, but without prejudice to its rights thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.
- 9.2 The purchaser shall pay to Super Start interest at the rate of 1.5% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money together with all interest shall be recoverable forthwith from the purchaser.
- 9.3 Without prejudice to any other right or remedy the purchaser shall indemnify Super Start against any costs' fees charges and disbursements charged by any solicitor engaged for the purpose of the collection or recovery of moneys due and payable by the purchaser to Super Start on an indemnity basis and any fees, charges, disbursements or commissions charged by any mercantile agency or debt collecting firm.
- 9.4 The purchaser shall pay to Super Start an administration fee of \$50.00 on the occurrence of every event of default.
- 10 Charge
- The Purchaser hereby charges with payment of any indebtedness to Super Start all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the Purchaser. The Purchaser agrees that if demand is made by Super Start, the Purchaser receiving such a demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that the Purchaser fails to do so within a reasonable time of being so requested, the Purchaser hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by Super Start to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto Super Start may lodge a caveat noting the interest given by this charge on the title of any property of the Purchaser whenever it so wishes.
- 11 GST
- The Purchaser must pay to Super Start any amount which is payable by Super Start in respect of any supply to the Purchaser on account of GST. Each charge or fee for a supply rendered by Super Start does not include an amount to cover the liability of Super Start for GST on any supplies made under this agreement which are taxable supplies within the meaning of the GST Act. In relation to taxable supplies made under this agreement Super Start agrees to issue the Purchaser with a tax invoice in accordance with the GST Act or a document satisfying the minimum information requirement set out in GSTR 2000/2003 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice. "GST" means GST as defined in a New Tax System (Good and Services Tax Act 1999). "Supply" means supply as defined in a New Tax System (Goods and Services Tax Act 1999)
- 12 Trusts
- 12.1 This clause applies if the Purchaser is a trustee and whether or not Super Start has notice of the Trust.
- 12.2 Where the Purchaser comprises two or more persons and any of those persons is a Trustee this clause applies to such Trustee.
- 12.3 The Purchaser agrees that even though the Purchaser enters into this Agreement as Trustee of the Trust, the Purchaser also shall be liable personally for the performance and observance of every covenant to be observed and performed by the Purchaser expressed or implied in this Agreement.
- 12.4 The Purchaser warrants its complete, valid and unfettered power to enter into this Agreement pursuant to the provisions of the Trust including power to obtain the credit facility from Super Start and to enter into the covenants to be observed and performed by them expressed or implied in this Agreement and warrants that its entry into this Agreement is in the due administration of the Trust.
- 12.5 The Purchaser covenants that the rights of indemnity which it may have against the property of the Trust have not been, and in the future will not be, excluded, modified, released, lost or diminished (whether by agreement, breach of trust or otherwise).
- 12.6 The Purchaser shall not, without Super Start's prior written consent:
- (i) resign or be removed as Trustee of the Trust or appoint or allow the appointment of a new or additional Trustee of the Trust;
- (ii) amend or revoke any of the terms of the Trust;
- (iii) vest or distribute the property of the Trust or advance or distribute any capital of the Trust to a beneficiary or resettle any of the property of the Trust;
- (iv) permit a beneficiary to have the use, occupation, employment or possession of the property of the Trust;
- (v) do or permit or omit to do an act or thing in breach of the Trust or which would permit the Trustee to be removed as Trustee of the Trust;
- (vi) exercise or permit or allow to be exercised a power to change the vesting date of the Trust or provide for an early determination of the Trust;
- (vii) lend any money, give any guarantee or incur any debt other than in the ordinary course of business of the Trust; or
- (viii) pay any of the income of the Trust to any beneficiary of the Trust if such payment will prejudice or affect the Purchaser's ability to pay all monies due to .
- 13 Service
- The parties agree that service of any notices, demands, proceedings summons suits or actions (process) upon the Purchaser may be effected by Super Start or its solicitors sending such process by prepaid post to the address given in the Credit Application as the address of the Purchaser. Service shall be deemed to have been effected two business days after the posting of the process.
- 14 Jurisdiction
- The parties agree that the terms and conditions applying to any credit account opened in the name of the applicant and any other contract between Super Start and the purchaser shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of claims, proceedings and matters arising out of or in respect of the said credit account or any said contract.

**OWNERS / DIRECTORS GUARANTEE**

NOTE: (MUST BE SIGNED BY ALL OWNERS / DIRECTORS OF THE APPLICANT)

TO: Super Start Batteries Pty Ltd (hereinafter called "Super Start"). In consideration of Super Start agreeing to supply and/or continuing to supply to [insert Account Name]

.....  
(hereinafter called "the applicant")

with goods and/or services from time to time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY** agree with as follows;

1. To be answerable to Super Start for the due payment by the applicant of all monies now or from time to time hereafter owing to Super Start on any account or any manner whatsoever by the applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by Super Start in enforcing payment by the applicant of any such monies.
2. This Guarantee shall constitute a continuing guarantee to Super Start for all monies which are now or may from time to time be owing or remain unpaid.
3. This Guarantee shall not be avoided, released or effected by Super Start making any variation or alteration in the terms of any agreement made with or to be made with the applicant.
4. Super Start may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by Super Start.
5. Any payment made to Super Start and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to Super Start or Super Start's duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.
7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. To charge with payment of any indebtedness due herein to Super Start all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. Uwe agree that if demand is made by Super Start, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that I/we fail to do so within a reasonable time of being so requested, Uwe hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by Super Start to be my/our true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto Super Start may lodge a caveat noting the interest given by this charge on the title of any property of mine/ours whenever it so wishes.
10. Service of any notice, demands, proceedings, summonses, suits or actions (collectively called "process") upon any guarantor herein may be effected by Super Start or its solicitors sending such process by prepaid post to the guarantor's address as disclosed herein or to the last disclosed address of the guarantor in any company search or business name search. Service shall be deemed to have been effected two business days after the posting of the process,

**DATED THIS**..... **day of**..... **200** .....

Signature of Guarantor .....	Signature of Guarantor .....
Full Name of Guarantor .....	Full Name of Guarantor .....
Address of Guarantor .....	Address of Guarantor .....
Signature of Witness .....	Signature of Witness .....
Name of Witness .....	Name of Witness .....
Address of Witness .....	Address of Witness .....

**PRIVACY PROTECTION INFORMATION**  
**Acknowledgment & Consent**

To: Super Start Batteries Pty Ltd ("Super Start")

**Notice and Acknowledgment that Credit Information May be Given to a Credit Reporting Agency**

I/We understand that Section 18E(c) of the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I/we authorise you to do. The information which may be given is covered by Section 18E(l) of the Act.

**Authority to Obtain Credit Information**

I/We authorise you to obtain from a credit reporting agency;

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

**Authority to Exchange Information with Other Credit Providers**

I/We authorise you to give to and obtain from:

- credit providers named in my/our credit application;
- any agent of yours that is deemed to be a credit provider pursuant to Section 1 1B(5) of the Act; and
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively.
- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following;
  - to assess an application by me/us for personal or commercial credit;
  - to assist me/us avoid defaulting on my/our credit obligations;
  - to notify other credit providers of a default by me/us;
  - to assess my/our credit worthiness; and
  - to assess my/our position if I/we fall into arrears.

I/We acknowledge that at the time that I/We provided to Super Start any personal information, I/We have been made aware of the identity of Super Start and how it can be contacted, the fact that I/We can gain access to the personal information, the purposes for which the information is collected, the organisation to which Super Start usually discloses information of that kind, and the main consequences if all or part of that information is not provided in accordance with clause 1.3 of the National Privacy Principles.

I/We consent to the use or disclosure of any personal information provided to or collected by or accumulated by Super Start for any purpose whether it is related to the primary purpose of collection of the information or not and including disclosure of the personal information to your parent company which may be located overseas.

I/We agree that if any personal information provided to Super Start is inaccurate, incomplete or not up to date, or that such personal information becomes inaccurate, incomplete or not up to date at a later time, I/We shall inform Super Start of the changes that need be made to that information."

Name and address of individual/s giving his/her consent .....

Signature of individual/s giving his/her consent .....